

BIDDERS COMPANY NAME					

REQUEST FOR PROPOSAL

Design and Construction of New Septic Mound System

NISQUALLY INDIAN TRIBE

Prepared By: Nisqually Public Works Department 4820 She-Nah-Num Drive Olympia WA. 98513



REQUEST FOR PROPOSAL

RFP# 2015-PW/IHS01

9/21/15

The Nisqually Tribe Public Works Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the abandonment/decommissioning of the existing drain field and the installation of a new Mound System. The existing system has failed and a new drain field is required.

SEALED PROPOSALS: Vendors will deliver two copies of the proposal to the following address either by hand or by US postal:

Nisqually Public Works Department
Olympia WA. 98513
Phone: 360-456-5221
Att: Jill Wall
Nisqually Accounting Dept.

CLOSING DATE FOR SUBMITAL SHALL BE October 15th BY 4:00PM

Proposals received after the closing date and time will be considered a late quote and are not acceptable unless waived by the Public Works Director or designee.

- Please mark the envelopes clearly with Sealed RFP Scatter site 6032 Lilly Road SE.
- Questions may be directed to Tom Arnbrister, Nisqually Public Works Manager.



Definitions: "Tribe" is Nisqually Indian Tribe

"Bidder" an individual or business submitting a bid to Nisqually Tribe "Contractor" One who contracts to perform services in accordance with a

contract

1. PROPOSAL TERMS

A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service(s), and other factors which the Tribe may consider. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe's specifications and needs.

- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.



2. SCOPE OF SERVICES

- A. Installation and testing of a new Mound infiltration System for a residential house.
- 1. Perform perk testing in existing soils where new system is to be installed and send report to Nisqually Tribe contact person. Contractor is responsible for design submittal and approval with Thurston County.
- 2. Submit design, drawings and specifications (Must be approved before installation can me started).
- 3. Install according to specification and Thurston County requirements for the installation of the Mound Septic System and required components
- 4. Proposal is to be broken down into 2 separate line items
 - a. Design and permitting
 - b. Construction Cost
- 5. All work is to be inspected by Indian Health Service and must meet all Thurston County requirements and applicable permitting.

Please itemize Labor and material cost on Bid sheet provided

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

<u>Section 1</u> – The Contractor is to report to the Public Works Manager and/or Director and confer with them as necessary to insure satisfactory work progress.

<u>Section 2</u> – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

<u>Section 3</u> – All reports made in connection with these services are subject to review and final approval by the Public Works Director.

<u>Section 4</u> – When Applicable, the Contractor will submit a final written report to the Public Works Director.

<u>Section 5</u> – After reasonable notice to the Contractor, the Tribe may review any of the Contractor's internal records, reports, or insurance policies.

PERSONNEL

<u>Section 1 – The contractor will provide the required services and will not subcontract or assign the services without written approval of the Nisqually Tribe.</u>



INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contactor or any sub-contractor.

NATIVE AMERICAN PREFERENCE

The Nisqually Tribe's Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- 1.75% Employment Rights tax on all projects \$20,000 and over.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Frances Rohr

(360) 456-5221 ext.1128

rohr.frances@nisqually-nsn.gov

INSURANCE REQUIRMENTS

- 1. Contractor is required to provide workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
- 2. Contractor will provide Commercial General Liability Insurance proof.
- 3. Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.



Please attach additional bid information to this form

CONTRACTOR:			
PHONE:	 	 	